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Union: **Richfield Springs Faculty Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

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TA/6040

AGREEMENT

Between the

RICHFIELD SPRINGS BOARD OF EDUCATION

And the

RICHFIELD SPRINGS FACULTY ASSOCIATION

NYSUT/AFT/NEA/AFL-CIO
Local # 3541



July 1, 2007 – June 30, 2010



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ARTICLE I
RECOGNITION

- 1:01 The Richfield Springs Central School recognizes the Richfield Springs Faculty Association as the exclusive representative of the Richfield Springs School District teachers.
- 1:02 The term "teacher" includes all professional teaching and non-teaching personnel employed by the district and required to hold New York State teaching certificates in order to continue such employment with the exception of the following personnel: Superintendent, Building Principal, Business Manager and Teaching Assistants.
- 1:03 As a condition for continuation of recognition, the Association shall submit to the Richfield Springs Central School, by November 15th during each school year of the term of this agreement, a verified statement of the number of dues-paying members of the Association showing a membership of more than fifty percent (50%) of the professional teaching staff regularly employed by the school district.
- 1:04 This recognition shall not impair the rights of any employee or group of employees under the Constitution and tenure laws of New York State.
- 1:05 The Board of Education declares that the School District will not discriminate on the basis of sex, race, religion, age, national origin, or handicapping conditions. This policy will prevail in all matters concerning employment or the employment conditions of staff, opportunities and programs offered to students, its relationship with the public, establishment of educational programs, services and with individuals with whom the Board does business.
- It will be the continuing policy and philosophy of this School District to ensure fair and equitable educational and employment opportunities to all of the students and employees of the District.

ARTICLE II
NEGOTIATION PROCEDURE

- 2:01 A good faith effort will be employed by each party in order to reach agreement on all matters raised by either party concerning the terms and conditions of teachers' employment.
- 2:02 In the spirit of good faith negotiations, each party will mutually pledge that their representatives (negotiators) have the necessary power and authority to make and consider proposals and counter-proposals, and to reach compromises in the course of negotiations subject to the provisions listed under Negotiation Procedure.
- 2:03 Furthermore, the parties accordingly agree to cooperate in arranging meetings of mutual convenience as to dates, frequency, starting time and duration of each meeting.
- 2:04 The procedure to be employed in the conduct of the negotiating sessions will be developed by mutual agreement.
- 2:05 During negotiations, the Richfield Springs Central School and the Association will present relevant data, exchange points of view and make proposals and counterproposals.
- 2:06 "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL." (The term "Legislative Body of the government: in the case of School Districts means the Board of Education.)
- It is agreed that any new agreement reached by the representative negotiating teams must be ratified by a majority of its membership of the Richfield Springs Faculty Association as well as the Board of Education prior to its adoption.
- 2:07 If any provision of this agreement, or any application of this agreement shall be found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications will continue to full force and effect.
- 2:08 The Richfield Springs Central School will provide a copy of this agreement to each teacher employed within four (4) weeks after ratification of this agreement, or upon commencement of employment, if such occurs later.

2:09 Negotiations to revise this agreement may be initiated by either party to the agreement by making written or oral proposals no later than the 15th of December in the school year the agreement expires. These negotiations would pertain to the school year following July 1.

2:10 All proposals must be completed and submitted no later than the second meeting.

ARTICLE III

GRIEVANCE PROCEDURE

3:01 **Purpose**

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

3:02 **Definitions**

A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.

3:03 A "teacher" is any person in the unit covered by this agreement.

3:04 An "aggrieved party" is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted, the Association, and (when it submits a grievance) the Board.

3:05 For the purpose of this provision "day" shall mean a workday. It is understood that a workday is a day during which bargaining unit members are required to report to work. The parties further agree that days during summer months will not be construed as workdays and accordingly, grievances will not be processed during the summer.

3:06 **Submission of Grievances**

Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.

3:07 Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and the redress sought by the aggrieved party.

3:08 A grievance shall be deemed waived unless it is submitted within fifteen (15) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

3:09 A teacher, or group of teachers, may submit grievances which affect them personally and shall submit such grievance to the Building Principal for whom they work.

3:10 The Association may submit any grievance.

3:11 The Board shall present grievances to the President of the Association and be able to follow the same grievance procedure that is available to the Association in all of the grievance procedure.

3:12 **Grievance Procedure**

The Principal shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Principal or if no response is received within then (10) days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent.

3:13 The Superintendent or his/her designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her position with respect to it no later than ten (10) days after it is received by him/her.

3:14 Within ten (10) days after receiving a grievance from the Board, the Association shall deliver to the Superintendent a detailed statement of its position with respect to the grievance.

3:15 In the event the Association or the Board is not satisfied with the statement of the other with respect to a grievance, it may, within fifteen (15) days after receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators. A copy of

such request shall be forwarded to the Superintendent or the President of the Association.

3:16 **Arbitration**

Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and the Association shall strike the names from the list until one ultimately is designated as the arbitrator.

3:17 The Arbitrator's decision will be in writing and will set forth his/her findings, reasonings and conclusions on the issues submitted. The Arbitrator will be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The Arbitrator shall have no power to alter, add to or detract from the provisions of this agreement. The Arbitrator's decision will be final and binding.

3:18 The cost for the services of the Arbitrator will be borne equally by the School Board and the Association. Any other costs incurred in the arbitration proceeding such as transcripts, time spent by witnesses, etc., shall be borne by the party so incurring them.

3:19 The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

ARTICLE IV
CERTIFICATION

4:01 Teachers will not be assigned to teach classes outside the scope of their teaching certificates and/or their major or minor field of study except in emergencies when no certified teacher is available. Any incidental teaching shall be in accordance with Commissioner's Regulations for approvals or variances governing such incidental teaching.

4:02 It is the responsibility of each teacher to become certified and to keep the Board of Education informed of this matter.

ARTICLE V
PROMOTIONS/VACANCIES

- 5:01 Announcements of all vacancies or promotional openings at any level within the bargaining unit will be presented to the President of the Faculty Association, during the school year (September through June), who will post them in the faculty room. Every effort will be made to post these announcements as far in advance of the appointment deadline as is possible.
- 5:02 Teachers who desire to apply for such vacancies will submit their applications in writing to the administration within the time limit specified in the notice.
- 5:03 Teachers who desire to apply for a possible vacant or promotional position as defined in 5:01 which may be filled during the summer vacation period will submit their names and qualifications to the Superintendent with an address where they can be reached during the summer vacation period.
- 5:04 In the filling of vacant or promotional positions within the bargaining unit, the District agrees to give due weight to the professional background and experience, seniority, and attainments of all applicants. Should there be any request for a voluntary transfer pursuant to 5:02, those requests shall be honored before any involuntary transfers are affected. The District further agrees to make every reasonable effort not to subject any teacher to an involuntary transfer in two consecutive years to facilitate this goal.
- 5:05 In addition to the procedure outlined above, the filling of promotional vacancies, the School District has the right to recruit professional candidates outside the School District.
- 5:06 Each applicant for a position within this School District, who is a bargaining unit member, will be notified as to the successful candidate.
- 5:07 The Superintendent shall notify present faculty members as soon as possible of vacancies or promotional openings, which may occur during the summer, (July and August), prior to beginning outside recruitment. After August 1, the President of the Association and those teachers certified in the area where the vacancy occurs shall be notified of the vacancy. In cases of extra-curricular activities, all teachers shall be notified of the vacancies.

ARTICLE VI
TEACHER ASSIGNMENTS

6:01 All Secondary Teachers will be notified in writing of their tentative assigned program for the coming school year no later than July 1st. Elementary Teachers will be notified of their assignments by July 1st. The notification will include the following information: the grade or grades and/or subjects assigned.

Assignment changes because of unforeseen situations may be made by the Superintendent after discussion with the Faculty Association President and mutual consent of the parties involved after school opens.

ARTICLE VII
MEDICAL EXAMINATIONS

7:01 Pre-tenure medical examinations may be required of teachers by the School District. Periodic medicals at five (5) year intervals, whenever requested by the District, shall be a requirement for continued employment. These medical exams may be conducted by a physician of the teacher's choice at the teacher's expense or by the School District physician at no cost to the teacher.

7:02 All teachers absent by reason of sickness for more than three (3) days may be required to submit certification of fitness for employment.

7:03 All medical examination to resume employment may be done at District expense by the school physician or a physician of the employee's choice at employee's expense.

7:04 Any report of a medical examination returnable to the School District will be provided to the employee also.

7:05 Standard immunization, chest X-rays and diagnostic tests when required by law will be paid for by the School District.

7:06 Any and all medical examination reports must be acceptable to the School District physician.

ARTICLE VIII

INSURANCE

8:00

Health Insurance

- A. An insurance package will be available to all teachers consisting of:
1. Blue Cross - "Ultra Blue" plan of hospital expenses, provided by Hospital Plan, Inc., of Utica, New York Group No. 05217;
 2. Medical Benefits-provided in Group Policy 0491471-03 through Connecticut General Life Insurance Company (CG);
 3. Prescription Drug coverage of \$5.00 (generic)/\$10.00 (brand name)/\$0.00 (mail order) (Co-Pay) card provided by Blue Cross/Blue Shield/Diversified Services Inc. DPS.
 4. Active employees Life Insurance-CG Policy #0491471-01;
and
 5. Active employees Accidental and Dismemberment-CG Policy #0491471-02.
- B. If the District seeks a change in health/dental insurance carriers, and or prescription benefit manager, coverage and or benefit levels; the parties agree to follow the procedures and guidelines contained in Appendix H of this agreement, which is the parties' negotiated settlement regarding the prescription drug card grievance.
- C. Changes in health plans may be made no more than once per year.

8:02

For teachers hired before January 1, 1997 the District will pay 100% of the annual premium for employees, and 80% of the annual premium for spouse and dependents of the employee.

All teachers hired after January 1, 1997 shall contribute 10% of the annual premium for employees and 30% of the annual premium for family coverage for their first three years of employment in the District. At the conclusion of their third year of employment, the annual contribution rates shall be 0% for employee coverage and 20% for family coverage.

8:03 **Dental Insurance**

The School District will pay five dollars (\$5.00) per participating teacher per month towards the Dental Insurance Plan.

8:04 **IRS 125 Flexible Spending Plan**

The District shall establish a flexible spending plan pursuant to the IRS regulations. Such plan shall be administered by Preferred Group Plans, unless otherwise agreed by the parties. This plan may be utilized for premium payments, dependent care and un-reimbursed medical expenses.

8:05 **Health Insurance Buy-Out**

Effective September 1, 1998, any member of this bargaining unit who is now enrolled in the district offered health insurance plan and is also covered by an additional plan, may elect to withdraw from the District plan and receive a reimbursement of 25% of the annual premium savings to the Districts. The forms necessary and criteria are attached herewith as Appendix G.

ARTICLE IX
TEMPORARY ABSENCES

9:01 **Sick Leave**

Each teacher employed for a full year will receive thirteen (13) days of sick leave annually to a maximum of two hundred forty (240) school days. Each teacher employed for a fraction of the school year will receive a similar fraction of the yearly sick leave.

9:02 Personal sickness and sickness in the family are the primary reasons for the existence of the sick leave policy. When taking time off for personal sickness, the teacher must either be confined at home, on a visit to a doctor's office, confined to a hospital, or in the case of an accident, on an emergency visit to a hospital.

9:03 In the case of sickness in the family, a teacher may use as many days as needed up to his/her accumulated maximum. These days would be deducted from the teacher's accumulated sick time. The family is defined as: father, mother, brother, sister, husband, wife, children, mother-in-law, father-in-law and grandparent.

9:04 In the case of death in the family, a teacher may use a maximum of three (3) days annually. These three (3) days would not be deducted from the accumulated sick time and would not be accruable. By family it is meant to include: grandparents,

father, mother, sister, brother, husband, wife, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, or member of the household.

9:05 A statement of unused sick leave will be available at any time of requesting this information from the Superintendent's office.

9:06 **Personal Leave**

Three (3) personal leave days will be granted annually. These may be taken as three (3) whole days, six (6) half days, or a combination totaling three (3) days. If unused, up to three (3) personal days annually may be accumulated as sick leave, either as full days or half days.

9:07 A personal day will be granted for the purpose of conducting personal business which cannot be conducted during the evening or during a non-school day. A personal day cannot be used to extend a holiday for recreational purposes.

9:08 One (1) day per year may be also used for school visitation purposes. Arrangements to observe teachers in other schools must be arranged through the building principal and approved by the Superintendent. This day will not accumulate if it is not used and cannot be substituted for an additional personal day.

9:09 A request for a personal absence must be made to the Building Principal in writing two (2) school days prior to the absence date, or in the case of emergency by appointment with the Building Principal. No reasons need be given for a personal absence.

9:10 **Jury Duty**

Any teacher required to be absent because of jury duty will be excused from scheduled assignments and be paid for such absence under the following conditions:

- a) He/She notifies his/her immediate supervisor as early as possible prior to jury duty.
- b) He/She supplies proof to the immediate supervisor of having served on jury duty.
- c) He/She returns to the school district all compensation received for jury duty, except for mileage payment.

ARTICLE X

TEACHING CONDITIONS

10:01

Length of School Day

- A. This will be consistent with the BOCES vocational school in Herkimer. All teachers will be available for an assignment no later than 8:05 A.M., and teachers having homerooms will have these open and will provide homeroom supervision starting at 8:10 A.M. Teachers on all workdays may leave the building at any time after the first regular dismissal buses leave the grounds. Any special request to leave will be cleared through the Superintendent's office.
- B. Coaching will not begin until 3:15 P.M. Buses will continue to run after school on Monday, Wednesday, and Thursday for clubs and other after school activities.
- C. As teaching professionals, teachers should be receptive to requests from students to meet after school for individual help. Students should schedule this time, with the teachers involved, in advance.

10:02

Class Load - Assignments

The District may assign no more than six (6) teaching assignments per school day to secondary teachers and teachers with split assignments. Teachers with six assignments shall not be assigned a study hall.

Each teacher shall be granted a duty-free thirty (30) minute lunch period. Elementary teachers will be required to escort their students to and from the cafeteria. No K-6 teacher shall be assigned cafeteria supervision. Grade level teachers in 7-12 may be assigned one (1) period of cafeteria supervision in a six (6) day rotating schedule. Any 7-12 teacher assigned a study hall supervision may also be assigned a cafeteria supervision.

Any elementary teacher(s) including special area teachers or teaching assistants, may be asked to supervise, as the need arises, during scheduled recess either inside or outside the building. Under normal circumstances, K-4 teachers may be assigned up to two (2) thirty (30) minute recess supervisions in a six (6) day rotating schedule. However, in the event that one (1) additional recess supervision is needed, the President of the Association will be notified of the need for the additional assignment. Teachers assigned a recess supervision duty shall not be assigned other supervision duties.

10:03 **Class Size**

The Board of Education and the Administration will make every reasonable effort to provide facilities which will permit a class size per teacher which will provide a good teaching situation as per the following guidelines: Kindergarten and 1st grade (23-25), elementary grades (25-28), and secondary grades (25-30). The size of the classroom, the availability of classrooms, and the ability of the District to support the program through increased taxes, will influence the number of students in the classes.

10:04 **Teacher Aides**

Teacher aides will be hired to assist teachers with clerical and non-teaching duties as follows: (1) aide to the elementary library, (1) aide to the secondary library, and (1) aide to assist teachers with the procurement of supplies, dittoing of tests, etc. Every effort will be made to assure that Teacher Aides will be made available for the time required by the teachers to fully perform the non-teaching duties as noted above.

10:05 **Preparation Time**

Preparation time for teachers, grades K-6, shall consist of a minimum of 150 minutes per week and shall include those times when the teacher is relieved of classroom responsibility through the use of a teacher of special subjects or of a teacher's aide. Each teacher in grades 7-12 shall be granted five (5) preparation periods per week, which period shall be (42-45) minutes in length.

10:06 **Extra Duties**

All teachers will share in extra duties as equally and fairly as possible.

10:07 **Public Performance**

Members of the instrumental and vocal music departments shall present one (1) evening program per year for the public. In addition, a combined instrumental and vocal music program may be presented

10:08 **Open House for the Public**

One Open House will be held each year for the elementary and secondary. All teachers will be present in their rooms for the Open House to discuss the instructional program with visitors, unless previously excused by the administrator or legally absent on that date. In addition, all teachers are required to attend the following school functions unless previously excused by the administrator or legally absent on that date: Technology Fair and Awards Night.

10:09

Notification of Retention

All probationary teachers shall be notified by April 1st whether or not they will be retained for the next academic year.

10:10

Academic Freedom

It is the policy of the Board of Education to maintain and encourage full freedom, within the law, of inquiry, of presentation of subject matter, and of research. In the exercise of this freedom, teaching faculty may, without limitation, discuss their subjects in the classroom so long as it is within the curriculum as established by the Board of Education. They may not, however, claim as their right the privilege of discussing in the classroom controversial matters, which have no relation to their subjects.

10:11

Performance Review

- A. The Performance Review Document and Procedures are contained in Appendix F of this agreement.
- B. The District through its administrators may periodically and for short-term observe teachers. Documentation of such spot observations shall only be necessary in limited instances and where applicable.

ARTICLE XI

PAYMENT OF SALARY

11:01

Teachers may be paid either on a ten (10) months or a twelve (12) months basis (extra checks due in June at the end of the year). Checks will be distributed every other Friday in person on school days and by mail, if necessary, on such paydays that are not school days.

ARTICLE XII

DUES DEDUCTION

12:01

The Board agrees to deduct from the salaries of its teachers dues for the local Teachers Association referred to in Article I, as said teacher individually and voluntarily authorizes the Board to deduct and to transmit the monies promptly to such Association. Teacher authorization will be in writing on the form supplied. Each member waives all rights and claims for the money deducted and transmitted to the above association and relieves the Board of any liability therefore.

- 12:02 The Association will certify to the Board, in writing, the current rate of the membership dues of the Association named in Section 12:01 above. The Association will give the Board thirty (30) days written notice prior to the effective date of any change.
- 12:03 Deductions referred to in Section 12:01 above will be made in equal installments, as no dues are collected during the month of September. The Board will not be required to honor any authorization that is delivered to it later than one week prior to the distribution of the payroll from which deductions are to be first made, except when a teacher is hired after this time. In said case, the amount will be prorated over the remaining withholding period.
- 12:04 No later than September 30th of each year, the Board will provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for the Association named in Section 12:01 above. Any teacher desiring to have the Board discontinue deduction previously authorized must notify the Board and the Association concerned in writing by September 15th of each year.

ARTICLE XIII

DEDUCTIONS FOR ANNUITIES AND CREDIT UNION

- 13:01 Teachers may have deductions made from their paychecks for tax-sheltered annuities. The teacher shall bear the responsibility of notifying the Business Office and of completing the paperwork required to have bills sent to the District. The District shall deduct the monies and forward the same to each company for which the District receives bills.
- 13:02 Authorization for annuity deductions may be made in writing by the teacher not before September 15th, or after September 30th, of the fall semester and not before January 15th or after January 30th, of the spring semester; except in the case of emergency in which case the approval of the Superintendent shall be required.
- 13:03 Payroll deductions will be made for the First Source Federal Credit Union upon the request of the unit member.
- 13:04 Direct deposit of a teacher's paycheck into a financial institution or bank shall be available upon a written request from the teacher. Direct deposit shall continue in effect until the teacher revokes it in writing. The District reserves the right to refuse to make direct deposits into any bank, which charges the District a fee for this purpose.

ARTICLE XIV
SICK LEAVE BANK

- 14:01 The Sick Leave Bank is for the purpose of making available additional sick leave in extraordinary situations to unit employees who have exhausted their accumulated sick leave and have no accident or health insurance protection which would provide an income equal to the individual's salary.
- 14:02 Unit members with one or more years of service in the District (said year of service to commence with the date of employment) may contribute two (2) days of accumulated sick leave to the Bank. Contributions and replenishment shall be made by written notification to the Sick Leave Bank Committee (as hereinafter established) and the Superintendent not later than November 1st. Employees who do not contribute shall not be eligible to participate in the benefits of the Bank.
- 14:03 If a teacher leaves the employ of the District, two (2) sick days shall be withdrawn from the bank in which he/she has contributed. If a teacher retires, he/she will receive current payment spelled out in the agreement for his/her two (2) unused sick leave days, which also will be removed, from the bank.
- 14:04 Replenishment of the Bank shall be made only when the total number of days has been depleted. The bank may be replenished by contributions of two (2) days per employee, to be made by written notification to the Sick Bank Committee and the Superintendent.
- 14:05 The Sick Leave Bank shall be administered by a Committee consisting of two (2) members appointed by the Association and two (2) members appointed by the Superintendent. The Committee shall maintain a current inventory of available sick bank days and make determinations regarding all applications to use said days. Sick leave days granted by the Committee shall not exceed one (1) semester (90 days) per illness or injury per employee. Should the Committee become deadlocked regarding the nature or seriousness of a particular illness or injury or the number of days to be granted, then the members shall appoint a physician (who may be a specialist with regard to the injury in question) to assist them in their determination and, if necessary, to cast the deciding vote. In no event shall any Committee decision be a proper subject under Grievance and Arbitration Procedure, of this Agreement.
- 14:06 For the purposes of this Article, the term "serious illness or injury" shall be defined as one, which is unforeseen, long termed or catastrophic. Applications for use of days must be accompanied by a statement from the applicant's attending physician stating that the individual is under the physician's care, and the anticipated date of return to work. The Committee shall have the right to request additional medical information, if it deems such necessary, as well as the right to have the teacher examined by a physician of its own choosing. Any dispute as to

whether or not an illness or injury is a "serious illness or injury" as herein defined, shall be resolved by the Committee's physician. In no case are days from the Sick Bank to cover absences of a single day, or several days, where there is no serious or prolonged illness or injury.

ARTICLE XV

RETIREMENT BENEFITS

- 15:01 Any teacher planning to retire under the New York State Teachers Retirement System and who meets the requirements contained in this Article, shall be eligible for the retirement benefit.
- 15:02 The following must be met in order to be eligible:
- A. The teacher shall have completed fifteen (15) full years of service in the School District prior to notifying the Superintendent of the intent to retire.
 - B. The teacher shall have at the effective date of retirement a minimum of twenty (20) years service credit in the New York State Teachers Retirement System.
 - C. The teacher shall notify the Superintendent, in writing, of the intent to terminate services due to retirement from the District, before April 1, preceding the retirement. This notice is irrevocable after April 1.
- 15:03 Teachers who qualify for retirement shall be compensated for unused accumulated sick leave as follows:
- 100-149 days \$40.00 per day
 - 150-199 days \$50.00 per day
 - 200-240 days \$60.00 per day
- Note: Sick leave accumulations of 99 days or less will have no value at retirement.
- 15:04 Teachers shall have the option to receive payment of this benefit on or before June 30 of the year in which he/she retires or January 1 of the year immediately following the effective date of retirement.
- 15:05 Teachers who have retired prior to the 1973-74 school year will be covered and shall receive District paid health insurance in the same manner as regular teachers providing they are simultaneously receiving Medicare benefits.

15:06 Teachers who retired on or after July 1, 1973, but before July 1st, 1991, shall receive District paid health insurance at the rate of fifty percent (50%) individual and thirty five percent (35%) dependent coverage provided they have also met requirements contained in Article 15:02 A. and B.

15:07 Teachers who retire on or after July 1, 1991, shall receive District paid health insurance at the following rates commensurate with their complete years of actual experience in the district.

RATES

EXPERIENCE

50% Individual /35% Dependent	10 to 14 years
70% Individual /50% Dependent	15 to 24 years
100% Individual /75% Dependent	25+ years

15:08 Members of this bargaining unit who retire on or before July 1, 2010 shall receive an incentive in the amount of five thousand dollars (\$5,000.00).

15:09 Retirement benefits paid relative to this article will be made pursuant to the 403(b) Non-Elective Employer Contribution Account, as set forth in Appendix I. It is understood that this provision will sunset on July 1, 2010 unless otherwise extended by mutual agreement by the parties hereto.

ARTICLE XVI

SUMMER EMPLOYMENT TEACHING/CURRICULUM

16:01 Teachers shall be notified of all anticipated summer openings and proposed salary for teaching or curriculum jobs.

16:02 The job announcement will contain a job description as well as qualifications for the position. In filling positions, the Superintendent shall give due consideration to the professional background, experience, and seniority of the applicant. Positions shall be filled by qualified applying Richfield Springs teachers. The District may hire qualified applicants from outside of the unit when no unit employee expresses an interest in an opening.

16:03 Summer training courses and/or curriculum work shall be paid at the rate of \$120 per day or pro-rata thereof as so approved by the Superintendent of Schools.

ARTICLE XVII

MANDATED PROGRAM

17:01 Mandated programs will be administered by the Superintendent of Schools as follows:

Discussion will be held between the Superintendent and the bargaining unit. Such discussion shall include measurement of additional workload to affected teachers. Due consideration shall be given to either a time or remuneration relief to affected teachers.

ARTICLE XVIII

SALARIES

18:01 Salary Schedules

Appendix A	2007-2008
Appendix B	2008-2009
Appendix C	2009-2010

18:02 Credit Hours

Approved credit hours earned shall be paid at the rate of \$54.00 per hour in blocks of three (3) hours.

Effective July 1, 2006 approved credit hours earned shall be paid at the rate of \$57.00 per hour in blocks of three (3) hours.

18:03 Masters Degree

Earned Master's degrees shall be compensated at the rate of \$580.00

18:04 Longevity Increases

	2007-2010
After 15 years' service in District	\$725
After 20 years' service in District	\$725
After 25 years' service in District	\$725
After 30 years' service in District	\$725

18:05 Additional salary for graduate credits will be determined on an annual basis only.

18:06 No additional salary for graduate credits will be paid unless the graduate courses are approved in advance by the Board of Education. Courses for a degree or towards certification will be automatically approved. There will be no limit as to the number of graduate credits earned.

18:07

Extra-Curricular Activity Pay

- A. Effective 7/1/96, all extra-curricular activities shall be compensated according to the extracurricular pay schedules for athletics, Appendix D and non-athletics, Appendix E.
- B. Add five (5) new positions of "Coordinator" at 4% each. Note: Coordinators shall be relieved of teaching or supervisory responsibilities one regular class period each day, in addition to their regular preparation period(s). Exceptions to this relief shall be mutually agreed to among the Association, District and Individual(s) involved.

18:08

Individuals applying for Athletic or Extra-Curricular positions identified in Appendix D and Appendix E will be given consideration as follows:

- 1) Current bargaining unit members
- 2) Other qualified staff
- 3) Qualified retired staff
- 4) Qualified individuals from outside the District.

ARTICLE XIX

ENFORCEMENT OF CONTRACT

19:01

The enforcement of the existing agreement shall be the responsibility of the School Administration and a committee of the Faculty Association consisting of the President and two (2) faculty members. This group will meet upon a request from either side to discuss any problems pertaining to the terms and conditions of the contract. The legislative body will be kept informed at all times of the work of this group.

ARTICLE XX

DURATION

20:01


This Agreement shall be in effect for three (3) years, from July 1, 2007 through June 30, 2010.

AGREEMENT

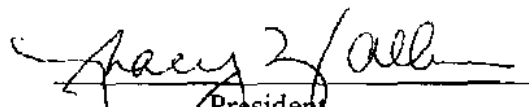
The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore, agree that this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

In Witness Whereof, the parties have hereunto set their hands and seal this day of, 2007.

FOR THE BOARD:


Superintendent

FOR THE ASSOCIATION:


President

APPENDIX A
RICHFIELD SPRINGS SALARY SCHEDULE
2007-2008

STEP	BS	BS+30	MA
3	\$ 30,724	\$ 32,475	\$ 33,069
4	\$ 31,327	\$ 33,078	\$ 33,672
5	\$ 32,255	\$ 34,006	\$ 34,600
6	\$ 33,335	\$ 35,086	\$ 35,680
7	\$ 34,417	\$ 36,168	\$ 36,762
8	\$ 35,498	\$ 37,249	\$ 37,843
9	\$ 36,580	\$ 38,331	\$ 38,925
10	\$ 37,662	\$ 39,413	\$ 40,007
11	\$ 38,743	\$ 40,494	\$ 41,087
12	\$ 39,823	\$ 41,574	\$ 42,168
13	\$ 40,908	\$ 42,658	\$ 43,252
14	\$ 41,988	\$ 43,739	\$ 44,333
15	\$ 43,069	\$ 44,820	\$ 45,414
16	\$ 44,151	\$ 45,902	\$ 46,496
17	\$ 45,233	\$ 46,984	\$ 47,578
18	\$ 46,314	\$ 48,065	\$ 48,658
19	\$ 47,395	\$ 49,146	\$ 49,740
20	\$ 48,476	\$ 50,227	\$ 50,821
21	\$ 49,558	\$ 51,309	\$ 51,903
22	\$ 50,640	\$ 52,391	\$ 52,985
23	\$ 51,721	\$ 53,472	\$ 54,066
24	\$ 52,803	\$ 54,554	\$ 55,147
25	\$ 53,883	\$ 55,634	\$ 56,228
26	\$ 54,965	\$ 56,716	\$ 57,310
27	\$ 56,047	\$ 57,798	\$ 58,392

- 1) MA = \$580 beyond pay for BA+30.
- 2) Longevities of \$725 each after 15, 20, 25, and 30 years of service in the District.
- 3) Graduate hours payment at rate of \$57 per hour in blocks of three.
- 4) Any teacher who previously received off-step payments shall continue to be paid the amount they received in the year 2000-01.
- 5) The number steps in the salary schedule do not represent years of teaching in the Richfield Springs Central School District.
- 6) Any teacher who moves off the schedule shall be paid at a rate agreed upon in the Memorandum of Agreement dated March 1, 2007.

APPENDIX B
RICHFIELD SPRINGS SALARY SCHEDULE
2008-2009

STEP	BS	BS+30	MA
3	\$ 31,382	\$ 33,171	\$ 33,777
4	\$ 31,997	\$ 33,786	\$ 34,392
5	\$ 32,945	\$ 34,734	\$ 35,340
6	\$ 34,049	\$ 35,838	\$ 36,444
7	\$ 35,154	\$ 36,943	\$ 37,549
8	\$ 36,258	\$ 38,047	\$ 38,653
9	\$ 37,363	\$ 39,152	\$ 39,758
10	\$ 38,468	\$ 40,257	\$ 40,863
11	\$ 39,572	\$ 41,361	\$ 41,967
12	\$ 40,676	\$ 42,464	\$ 43,071
13	\$ 41,783	\$ 43,572	\$ 44,178
14	\$ 42,887	\$ 44,676	\$ 45,282
15	\$ 43,991	\$ 45,780	\$ 46,386
16	\$ 45,096	\$ 46,885	\$ 47,491
17	\$ 46,201	\$ 47,990	\$ 48,596
18	\$ 47,305	\$ 49,094	\$ 49,700
19	\$ 48,410	\$ 50,199	\$ 50,805
20	\$ 49,514	\$ 51,303	\$ 51,909
21	\$ 50,619	\$ 52,408	\$ 53,014
22	\$ 51,724	\$ 53,513	\$ 54,119
23	\$ 52,828	\$ 54,617	\$ 55,223
24	\$ 53,933	\$ 55,722	\$ 56,328
25	\$ 55,037	\$ 56,825	\$ 57,432
26	\$ 56,142	\$ 57,931	\$ 58,537
27	\$ 57,247	\$ 59,036	\$ 59,642

- 1) MA = \$580 beyond pay for BA+30.
- 2) Longevities of \$725 each after 15, 20, 25, and 30 years of service in the District.
- 3) Graduate hours payment at rate of \$57 per hour in blocks of three.
- 4) Any teacher who previously received off-step payments shall continue to be paid the amount they received in the year 2000-01.
- 5) The number steps in the salary schedule do not represent years of teaching in the Richfield Springs Central School District.
- 6) Any teacher who moves off the schedule shall be paid at a rate agreed upon in the Memorandum of Agreement dated March 1, 2007.

APPENDIX C
RICHFIELD SPRINGS SALARY SCHEDULE
2009-2010

STEP	BS	BS+30	MA
3	\$ 32,058	\$ 33,885	\$ 34,505
4	\$ 32,687	\$ 34,514	\$ 35,133
5	\$ 33,655	\$ 35,482	\$ 36,102
6	\$ 34,783	\$ 36,610	\$ 37,229
7	\$ 35,911	\$ 37,738	\$ 38,358
8	\$ 37,039	\$ 38,866	\$ 39,486
9	\$ 38,168	\$ 39,995	\$ 40,615
10	\$ 39,297	\$ 41,124	\$ 41,743
11	\$ 40,424	\$ 42,251	\$ 42,871
12	\$ 41,552	\$ 43,379	\$ 43,999
13	\$ 42,683	\$ 44,510	\$ 45,130
14	\$ 43,811	\$ 45,638	\$ 46,258
15	\$ 44,939	\$ 46,766	\$ 47,385
16	\$ 46,068	\$ 47,895	\$ 48,514
17	\$ 47,196	\$ 49,023	\$ 49,643
18	\$ 48,324	\$ 50,151	\$ 50,771
19	\$ 49,453	\$ 51,280	\$ 51,900
20	\$ 50,581	\$ 52,408	\$ 53,027
21	\$ 51,709	\$ 53,536	\$ 54,156
22	\$ 52,838	\$ 54,665	\$ 55,285
23	\$ 53,966	\$ 55,793	\$ 56,413
24	\$ 55,095	\$ 56,922	\$ 57,541
25	\$ 56,222	\$ 58,049	\$ 58,669
26	\$ 57,351	\$ 59,178	\$ 59,798
27	\$ 58,480	\$ 60,307	\$ 60,927

- 1) MA = \$580 beyond pay for BA+30.
- 2) Longevities of \$725 each after 15, 20, 25, and 30 years of service in the District.
- 3) Graduate hours payment at rate of \$57 per hour in blocks of three.
- 4) Any teacher who previously received off-step payments shall continue to be paid the amount they received in the year 2000-01.
- 5) The number steps in the salary schedule do not represent years of teaching in the Richfield Springs Central School District.
- 6) Any teacher who moves off the schedule shall be paid at a rate agreed upon in the Memorandum of Agreement dated March 1, 2007.

APPENDIX D
ATHLETIC SCHEDULE
RICHFIELD SPRINGS CENTRAL SCHOOL

Sport	2007-08	2008-09	2009-10
Varsity Football	\$2,739	\$2,855	\$2,977
Varsity Wrestling	\$2,739	\$2,855	\$2,977
Varsity Boys Basketball	\$2,739	\$2,855	\$2,977
Varsity Girls Basketball	\$2,739	\$2,855	\$2,977
Varsity Girls Volleyball	\$2,739	\$2,855	\$2,977
Varsity Girls Softball	\$2,191	\$2,284	\$2,382
Varsity Baseball Head Coach	\$2,191	\$2,284	\$2,382
Varsity Boys Soccer	\$2,191	\$2,284	\$2,382
Varsity Girls Soccer	\$2,191	\$2,284	\$2,382
Junior Varsity Boys Basketball	\$2,054	\$2,142	\$2,233
Junior Varsity Girls Basketball	\$2,054	\$2,142	\$2,233
Junior Varsity Girls Volleyball	\$2,054	\$2,142	\$2,233
Football Assistant (3)	\$2,054	\$2,142	\$2,233
Boys Track	\$1,712	\$1,784	\$1,860
Girls Track	\$1,712	\$1,784	\$1,860
Cheerleading Fall	\$821	\$856	\$893
Cheerleading Winter	\$958	\$999	\$1,041
Modified Boys Basketball	\$1,095	\$1,142	\$1,190
Modified Girls Basketball	\$1,095	\$1,142	\$1,190
Modified Wrestling	\$1,095	\$1,142	\$1,190
Modified Volleyball	\$1,095	\$1,142	\$1,190
Modified Co-Ed Track	\$1,095	\$1,142	\$1,190
Modified Girls Softball	\$1,095	\$1,142	\$1,190
Modified Boys Baseball	\$1,095	\$1,142	\$1,190
Modified Girls Soccer	\$1,095	\$1,142	\$1,190
Modified Boys Soccer	\$1,095	\$1,142	\$1,190
5th & 6th grade Boys and Girls Basketball	\$753	\$785	\$819
Game Chaperone*	\$20	\$21	\$22

*Ticket Taker, Clock Timer and Announcer will be paid the same rate as game chaperones.

APPENDIX E
EXTRA-CURRICULAR SCHEDULE
RICHFIELD SPRINGS CENTRAL SCHOOL

Advisor	2007-08	2008-09	2009-10
Band Director	\$ 2,876	\$ 2,998	\$ 3,125
Yearbook	\$ 2,054	\$ 2,142	\$ 2,233
Yearbook Assistant	\$ 1,045	\$ 1,089	\$ 1,136
Vocal Music	\$ 1,369	\$ 1,427	\$ 1,488
Color Guard	\$ 1,095	\$ 1,142	\$ 1,190
Color Guard Assistant	\$ 543	\$ 566	\$ 591
Musical Show Director	\$ 1,369	\$ 1,427	\$ 1,488
Outward Bound	\$ 1,369	\$ 1,427	\$ 1,488
Senior Honor Society	\$ 548	\$ 571	\$ 595
Junior Honor Society	\$ 548	\$ 571	\$ 595
Senior Class Advisor	\$ 821	\$ 856	\$ 893
Junior Class Advisor	\$ 958	\$ 999	\$ 1,041
Sophomore Class Advisor	\$ 274	\$ 285	\$ 298
Freshman Class Advisor	\$ 274	\$ 285	\$ 298
8th Grade Class Advisor	\$ 183	\$ 191	\$ 199
7th Grade Class Advisor	\$ 183	\$ 191	\$ 199
Student Council	\$ 1,369	\$ 1,427	\$ 1,488
All Clubs	\$ 343	\$ 357	\$ 373
Community Service Director	\$ 1,369	\$ 1,427	\$ 1,488
Crisis Team Director	\$ 1,369	\$ 1,427	\$ 1,488
Webmaster	\$ 761	\$ 793	\$ 827
Power School Coordinator	\$ 1,045	\$ 1,089	\$ 1,136
Chaperoning per event	\$ 28.53	\$ 29.74	\$ 31.00

In making annual reviews, the following are suggested:

1. Length of season, number of students, etc. to be reviewed each year by the Association and the Board of Education to determine any changes;
2. If a person coaches two activities that practice together, they receive the higher plus two-thirds of the lower paid activity;
3. All extra-curricular salaries be listed on this schedule;
4. If there is no interest on the part of the students for that activity or that year, it does not take place.

APPENDIX F
THE PERFORMANCE REVIEW OF PROFESSIONAL STAFF
RICHFIELD SPRINGS CENTRAL SCHOOL

Purpose of Performance Review

The primary function of the performance review is to improve teaching performance so as to provide a better education for the children of the Richfield Springs Central School District. Performance Review should be used to aid the professional staff members in identifying areas for improvement and growth. The performance review process is one factor that promotes a continuously improving level of teacher competency and the securing and maintaining of a highly professional staff.

Frequency of Performance Review

In keeping with the purpose of Performance Review, non-tenured teachers shall be given greater emphasis in the Performance Review process each school year over tenured teachers. It is suggested that a total of seven (7) in-classroom observations shall be conducted over the three year probationary period of a teacher unless more are initiated by the teacher. More frequent observations may be made upon mutual agreement between the teacher and the reviewer. For those whose probationary period is two years, four (4) observations shall be conducted.

Invitational and announced observations will follow a pre-post conference format. Unannounced observations will be followed by a post conference. Informal observations may be made at any time and, if necessary, documentation shall be shared with the teacher.

Any observation in any capacity shall be conducted openly by an administrator and with full knowledge of the teacher. These observations shall be written and conferenced about within seven (7) working days of the observation. The signed written report will constitute completion of any observation. The suggested breakdown for observations is as follows:

3 Year Probationary Period

First year: _____ 3 observations (at least 1 of which is announced)
Second year: _____ 2 observations (at least 1 of which is announced)
Third year: _____ 2 observations (at least 1 of which is announced)

2 Year Probationary Period

First Year: _____ 2 observations (at least 1 of which is announced)
Second Year: _____ 2 observations (at least 1 of which is announced)

The first observation in any year will take place during the first two months of the school year with all other spaced apart to show growth and development over the entire year and not a matter of several days or weeks.

Teacher Improvement Plan

The Teacher Improvement Plan shall consist of the Evaluation process and the Support Plan for Teacher Growth that follows. If a teacher receives the comment Needs Improvement under one the eight headings in the Evaluation document the Evaluator and the Teacher shall use the Support Plan as one vehicle to address the issue and improve the rating to Satisfactory. Other tools and techniques may also be used to improve the rating if mutually agreed upon by the parties.

Expectations for the Teacher as a Professional Person

Some expectations of the teachers as a professional person are difficult to observe, measure or evaluate. However, they are important to the total picture of a teacher. These expectations are under two main criteria, which are:

1. The teacher exhibits a realistic, secure and positive self-concept.
2. The teacher takes initiative in promoting professional scholarly growth.

One indicator of the first criterion is that the teacher can analyze him/herself with some consistency with the performance reviews made by administrators. Also, the teacher shows self-control, can admit and accept mistakes, and shows growth in self-confidence. Finally, the teacher should demonstrate some sense of humor.

In promoting professional scholarly growth, the teacher should participate in professional activities and organizations. It is hoped that the teacher will take part in in-service, take courses, and attend workshops. The teacher should also read professional material and participate in curriculum development. The teacher should use some tools of self-analysis and make long and short range goals. Finally, it is hoped that the teacher will have a professional point of view and be able to defend it. Although these are non-evaluative criteria of teachers as professionals, it is hoped that some of these criteria are carried out by educators.

Definitions for the COMMENTS section of the Review:

SATISFACTORY= demonstrates clear evidence of necessary skills

NEEDS IMPROVEMENT= demonstrates emerging evidence of necessary skills

If a Needs Improvement comment is made the Suggestion section of the evaluation should be used and a Support Plan for Teacher Growth initiated.

N/A= Not Applicable to the lesson observed

RICHFIELD SPRINGS CENTRAL SCHOOL
ANNUAL PROFESSIONAL PERFORMANCE REVIEW

TEACHER---

DATE---

YEAR OF PROBATION--- __1st__ __2nd__ __3rd__

ON TENURE--- __

EVALUATOR---

POSITION OF EVALUATOR---

SUBJECT/GRADE---

CLASS PERIOD---

Type of Evaluation:

Invitational--- __

Announced--- __

Unannounced--- __

Key to Letter Scoring of Each Criterion

N – Not Observed

I – Improvement Necessary

S – Satisfactory

1) **Content Knowledge:** The teacher shall demonstrate a thorough knowledge of the subject matter and curriculum. ()

Suggestions: _____

2) **Preparation:** The teacher shall demonstrate appropriate preparation employing the necessary pedagogical practices to support instruction. ()

Suggestions: _____

3) **Instructional Delivery:** The teacher shall demonstrate that the delivery of instruction results in active student involvement, appropriate student/teacher interaction and meaningful lesson plans resulting in student learning. ()

Suggestions: _____

4) **Classroom Management:** The teacher shall demonstrate classroom management skills supportive of diverse learning needs, which create an environment conducive to student learning. ()

Suggestions: _____

5) **Student Development:** The teacher shall demonstrate knowledge of student development, an understanding and appreciation of diversity and the regular application of developmentally appropriate instructional strategies for the benefit of all students. ()

Suggestions: _____

6) **Student Assessment:** The teacher shall demonstrate that he or she implements assessment techniques based on appropriate learning standards designed to measure students' progress in learning.
()

Suggestions: _____

7) **Collaboration:** The teacher shall demonstrate that he or she develops effective collaborative relationships with students, parents or caregivers as needed, and appropriate support personnel to meet the learning needs of students. ()

Suggestions: _____

Evaluator/Date

Teacher/Date

I certify that I have received a copy of this evaluation. My signature does not signify concurrence with its contents.

Teacher Comments:

8. Reflective and responsive practice: The teacher shall demonstrate that practice is reviewed, effectively assessed and appropriate adjustments are made on a continuing basis.

The Reflection Sheet could be completed by the teacher following each formal observation and taken to the post-observation conference. This form may be used by the administrator to discuss and document standards/criteria.

Lesson Observed _____ Date & Time _____

A. As I reflect on the lesson, to what extent were the students productively engaged in the work? How do I know?

B. Which New York State Learning Standards were incorporated into this lesson?

C. What feedback did I receive from the students indicating they achieved understanding and the goal / objective(s) were met for this lesson?

D. Did I adjust my goals or work as I taught the lesson? Why? How?

E. If I had the opportunity to teach this lesson again to the same group of students, what would I do differently?

F. If there was one thing from this lesson that I could share with a colleague, what would it be?

ANNUAL PROFESSIONAL PERFORMANCE REVIEW

In administering the Annual Review the reviewer will be looking for evidence of success using, but not being limited to, the following educational rubrics.

1. **Content Knowledge:** The teacher shall demonstrate a thorough knowledge of the subject matter and curriculum.

A. The teacher demonstrates mastery of subject materials and a working knowledge of current practices to enrich students learning and understanding.

B. The teacher responds adequately and effectively to student questions and offers valid supportive evidence from reliable sources when questioned for clarification.

C. The teacher cites real life examples to enhance and expand comprehension of concepts being presented and shows ability to channel knowledge into many related areas of meaningful learning.

2. **Preparation:** The teacher shall demonstrate appropriate preparation employing the necessary pedagogical practices to support instruction.

A. The teacher plans and organizes class presentations to insure a meaningful progression of learning experiences for both daily and long range objectives.

B. The teacher arranges or assembles materials needed to fulfill objectives including multi-sensory activities while introducing concepts through varied procedures and recalling previous learning.

C. The teacher allows reaction to concepts presented and is able to direct students to varied sources to illustrate, expand or reinforce desired learning

3. **Instructional Delivery** The teacher shall demonstrate that the delivery of instruction results in active student involvement, appropriate student / teacher interaction and meaningful lesson plans resulting in student learning.

A. The teacher uses curriculum materials and learning activities effectively and designs instruction to accommodate a variety of learning styles.

B. The teacher demonstrates excellent oral and written communication skills including correct grammar, usage, vocabulary, enunciation, voice tone and volume.

C. The teacher effectively utilizes varied instructional approaches including small groups, teaching games, bulletin boards, and makes effective use of technology, media and library resources while matching them to the interests and capabilities of the students.

4. **Classroom Management:** The teacher shall demonstrate classroom management skills supportive of diverse learning needs which create an environment conducive to student learning.

A. The teacher fosters an atmosphere conducive to student learning and utilizes classroom time effectively while establishing the daily routine, and rules and regulations for classroom behavior. Classroom goals and behavior guidelines are clearly explained and students have input as appropriate.

B. The teacher clearly defines academic and behavioral expectations for the students and establishes mutual respect and rapport while providing opportunity for students to achieve success and to cope with failure.

C. Teaching materials are well organized in advance. Appropriate attention is given to the classroom environment creating a physical setting conducive to the teaching process.

5. **Student Development:** The teacher shall demonstrate knowledge of student development, an understanding and appreciation of diversity and the regular application of developmentally appropriate instructional strategies for the benefit of all students.

A. The teacher fosters a realistic, secure and positive self-concept in students and shows respect for students and their opinions and makes productive use of student comments while encouraging them to explore areas of special interest.

B. The teacher demonstrates flexibility in adapting to varied situations, improvising and modifying activities in response to feedback from the class.

6. **Student Assessment:** The teacher shall demonstrate that he or she implements assessment techniques based on appropriate learning standards designed to measure students' progress in learning.

A. The teacher uses multiple measures to assess and promote pupil creativity and demonstrate application of learned skills (portfolios, research papers, book reports, projects, labs, etc.).

The teacher allows for class participation reflecting constructive student effort and involvement and checks frequently for student understanding during the lesson.

7. **Collaboration:** The teacher shall demonstrate that he or she develops effective collaborative relationships with students, parents or caregivers as needed, and appropriate support personnel to meet the learning needs of students.

A. The teacher is able to work in a professional manner and collaborates with appropriate colleagues as necessary to insure implementation of programs.

B. The teacher consults with previous teachers, special area teachers and other personnel and uses the expertise of special resource people.

C. The teacher is alert to situations, interacts constructively without directions and takes appropriate action in crisis situations.

SUPPORT PLAN FOR TEACHER GROWTH

Review Meetings	
<div style="text-align: right; margin-bottom: 10px;"> Review Meeting #1 Date: _____ </div> <div> Areas Discussed: Positive Growth Areas: Teacher Comment: Administrator Comment: Next steps (If any): </div>	<div style="text-align: right; margin-bottom: 10px;"> Review Meeting #2 Date: _____ </div> <div> Areas Discussed: Positive Growth Areas: Teacher Comment: Administrator Comment: Next steps (If any): </div>
Meeting Participants	Meeting Participants
Signatures: 	Signatures:

SUPPORT PLAN FOR TEACHER GROWTH

Teacher:	School:	Date:
	As Perceived by Administrator	As perceived by Teacher
Area of Need:		
Activities:		
Administrator Responsibility:		
Teacher Responsibility:		
Time line:		

Participants in initial planning meeting:

Principal: _____

Teacher: _____

Other Staff: _____

APPENDIX G
PROCEDURES FOR HEALTH INSURANCE BUY-OUT OPTION

*Pursuant to the Agreement between the
Richfield Springs Board of Education and the
Richfield Springs Faculty Association*

Pursuant to the Agreement reached between Richfield Springs Central School District and the Richfield Springs Faculty Association, the District will be making available a health insurance buy-out option to teachers eligible for such insurance. Employees wishing to participate in the buy-out program must elect to have no health insurance through the District. The District will share the savings on that portion of the insurance premium, which the District would otherwise have been obligated to pay equal to 25% of the premium.

1. The buy-out figures referred to in these procedures are based upon current premiums as of July 1, 1998. However, as the premiums and employee contributions amounts increase or decrease the buy-out figures shall change proportionately. Additionally, any employees enrolled in CHP or MVP will be entitled to similar buy-outs based upon those plan premiums.
2. Any employee wishing to elect no insurance must submit proof of alternative insurance at the time of such election and must sign a waiver absolving the District from liability for uninsured medical costs.
3. The buy-out payment will be included in the final paycheck of the school year, on or about June 30th of each year.
4. For those employees who have a change of family circumstances in accordance with applicable insurance industry standards, after October 1st of any year, mid-year elections will be honored and the savings pro-rated from the election date. An effective mid-year election under these circumstances must be received at least five (5) days prior to the first day of the month in which the change shall be effective.
5. For those employees (a) leaving employment mid-year, (b) re-enrolling in health insurance or (c) experiencing a change in plan eligibility during the year, any buy-out figure will be based upon a pro-rated share of the savings.
6. Part-time employees who are eligible for health insurance coverage with full or partial payment made by the District may opt out at a pro-rated amount according to the percentages of the time they work.

HEALTH INSURANCE BUY-OUT OPTION

Eligible members of this bargaining unit who voluntarily cancels his/her health insurance with the District shall receive payment of 25% of the premium in effect on September 1 of the year in which the voluntary cancellation is made. Such eligibility for payment shall continue until the employee requests reinstatement of health coverage, in writing, to the administration. Payment shall be made in the employee's final paycheck for the school year in which the employee was not enrolled in the health insurance plan.

Part-time employees who are eligible for health insurance coverage with full or partial premium payments made by the District may participate in the buy-out plan at a pro-rated amount according to the percentage of time he/she works.

There will be no obligation on the part of the District to provide health insurance coverage under the terms of the current contract if the employee voluntarily cancels his/her coverage pursuant to the terms of this Article. If conditions necessitate the employee requesting reinstatement of health coverage, the District will provide it upon written application by the employee as long as all criteria of the applicable health insurance carrier are met.

Any employee who elects not to participate in the health insurance plan must present proof of alternative insurance coverage to the administration on an annual basis. Procedures, time lines and forms from the buy-out plan shall be developed by the District with the participation of the Association by September 30, 1998.

Richfield Springs Central School District

And the

Richfield Springs Faculty Association

HEALTH INSURANCE OPTION FORM

To the Superintendent:

I, _____, certify that I have read the procedures relating to the Health Insurance Buy-out Option.

I have indicated below the option that I am electing for the _____ school year.

- ☐ I am currently enrolled in the family health insurance coverage and elect to have no coverage. I herewith submit proof of alternative health insurance coverage and the executed waiver below.
- ☐ I am currently enrolled in the supplemental health insurance coverage and I elect to have no coverage. I herewith submit proof of alternative health insurance coverage and the executed waiver below.
- ☐ I am currently enrolled in the individual health insurance coverage and elect to have no coverage. I herewith submit proof of alternative health insurance coverage and the executed waiver below.
- ☐ I currently do not have health insurance coverage with the District, but previously had _____ level of coverage and I wish to continue with my election of no insurance. I herewith submit proof of alternative health insurance coverage and the executed waiver below.
- ☐ I am a new employee. I would be eligible for the supplemental level of insurance, and I wish to have no insurance coverage and the executed waiver below.

Signature

Date

DECLINATION OF MEDICAL INSURANCE AND WAIVER OF LIABILITY

I, _____, swear that I have been advised of the availability of medical benefits available. I chose to elect no insurance and agree to pay for all uninsured medical costs. I further agree that the District shall not be liable for any uninsured medical costs.

Signature

Date

APPENDIX H – PRESCRIPTION DRUG CARD SETTLEMENT

MEMORANDUM OF AGREEMENT between the RICHFIELD SPRINGS FACULTY ASSOCIATION and the RICHFIELD SPRINGS CENTRAL SCHOOL DISTRICT

The Richfield Springs Faculty Association (the Association) and the Richfield Springs Central School District (the District) hereby agree that the following constitutes a full and complete settlement of the Prescription Drug Grievance and Improper Practice Charge between the Association and the District. The parties agree to the following:

1. The Association hereby withdraws the pending grievance and demand for arbitration in AAA Case No. 15-390-00132-98, and agrees to notify the American Arbitration Association of such withdrawal. The Association hereby withdraws the improper practice charge in PERB Case No. U-19932, and agrees to notify PERB of such withdrawal. The Association agrees not to re-file them or permit them to be re-filed, or to commence any additional actions or proceedings of any kind arising out of the same occurrences.
2. By entering into this Agreement, the parties shall not be deemed to admit liability or wrongdoing of any kind.
3. The Association agrees not to commence any additional actions or proceedings of any kind arising out of the designation of Blue Cross/Blue Shield/Diversified Pharmaceutical Services, Inc. (DPS) as the prescription benefit manager for the District, or the use of DPS as it affects persons participating in the District's health insurance program.
4. The parties agree that, if the District continues to use DPS as its prescription benefit manager, this satisfies any obligation by the District to provide prescription drug coverage which may arise out of the collective bargaining agreement between the District and the Association.
5. The District agrees to continue to make whole any persons receiving prescription drug coverage by virtue of the collective bargaining agreement between the District and the Association, so that such persons will not incur additional expenses as a result of the change in prescription benefit manager from Prescription Card Service (PCS) to DPS plan, effective February 1, 1998.
6. The Association agrees not to pursue any claim to the effect that the Association, or persons represented by it, are entitled to any or all of the difference in premium, or savings, resulting from the change from PCS to DPS. However, the District agrees to honor any provisions of the Collective Bargaining Agreement concerning the amount or percentage, if any, which persons receiving health insurance through the District shall pay toward health insurance premiums and/or as co-payments for prescription drug coverage or other health benefits.

7. If the District shall need to consider possible future changes to any portion of the health insurance plan, those changes shall be equal to or better than those benefits provided in the parties July 1, 1998-June 30, 2001 Collective Bargaining Agreement. The parties, in using the above reference plan as a benchmark for future changes shall benchmark all aspects of that plan, including benefits, procedures, eligibility and formulas including the UCR when considering future changes. It is understood the current plan does not contain a managed care component. To implement one would be considered a change.
8. The Association shall be provided with all documents pertaining to the benefit levels and procedures of the District's health insurance program. The specific formula for UCR shall be identified as a benefit level.
9. The District retains the right to change the carriers, prescription benefit manager, and other persons or entities that insure or administer health benefits. The parties acknowledge that a change from a licensed insurance carrier to self-funding will be deemed to be a change in benefits for purposes of this Agreement.
10. The parties agree that if the District intends to make a change in carrier, coverage, prescription drug card or prescription benefit manager, the Association will be sent copies of all requests for proposals within 5 days of when they are sent to potential proposers. The Association will be sent copies of all proposals submitted within seven (7) days after they are received by the District. It is expressly understood that all of those responding to the RFPs by the District will be asked to submit proposals for identically the same benefits on an item-by-item basis. Should the District seek to make a change, the Association will receive one hundred twenty (120) days advance notice of such proposed change, along with specific information about the proposed change. The Association will be provided the opportunity to provide comments and information before a final decision is made.
11. If the Association disputes whether such a proposed change results in coverage with benefits that are equal to or better than, on an item-by-item basis, the benchmark level of benefits discussed in paragraph 7, including benefits, procedures and payment formulas (e.g., UCR), the Association will notify the District of the specific issues within sixty (60) days of receipt of the notice referred to in paragraph 10. The parties will engage in a good-faith effort to address and resolve such a dispute by exchanging relevant, non-confidential information concerning the benefits involved. If the Association does not provide such notice within said sixty (60) days, then the District may make or accept the change(s) included in the RFPs without further discussion with the Association or submission to arbitration.
12. The parties agree to explore all options available in addressing any disputes relative to proposed changes. After such process, if a dispute still exists, the parties agree to promptly submit such dispute to an impartial, neutral arbitrator selected by the parties for its resolution. If any party unduly delays in addressing the dispute, the other party may submit the dispute to the arbitrator.

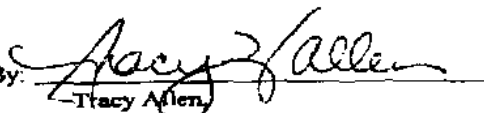
13. Any disputes regarding the interpretation or enforcement of this Agreement shall be submitted to an arbitrator in accordance with this Agreement, the Collective Bargaining Agreement, and the labor arbitration rules of the American Arbitration Association. It is specifically understood that any party to this Agreement has the absolute right to submit any dispute regarding the application of this Agreement to a hearing before an impartial arbitrator. It is specifically agreed that no party to this Agreement will seek any court order or ruling to prevent the arbitration hearing from being held.
- 13a. If the District makes a change in carrier, coverage, prescription drug card or benefit manager, or if it is about to make an imminent change in the same, and it is contended that irreparable harm will occur if such change is made or if it is not made, then this Agreement shall not limit the right of a party to apply for a preliminary injunction in accordance with Section 7502(c) of the Civil Practice Law and Rules or to request an interim award from the arbitrator pending the final determination and award of the arbitrator. This Agreement shall also not limit the right of a party to oppose a request for such preliminary or interim relief.
14. The parties will attempt to agree on an arbitrator. If there is no such agreement, then the arbitrator will be selected in accordance with the procedure set forth in the Collective Bargaining Agreement.
15. When a dispute is submitted to an arbitrator, the parties will have the right to a hearing at which they may present evidence and cross-examine witnesses. The parties will have the right to submit post-hearing briefs. The cost of the arbitrator will be shared equally between the parties. Each party will be responsible for the expenses of its representatives, expert witnesses, and other costs.
16. If the dispute is over an alleged change in benefits, the issues for consideration by the arbitrator will be (a) whether there was a change in benefits; (b) if so, whether there should be a remedy; and (c) if so, what the remedy should be.
17. It is agreed that no party shall be prohibited from introducing evidence or making arguments in such proceeding regarding the standard of comparison to be used by the arbitrator in evaluating the change. Such evidence and/or arguments may be presented with respect to issues (b) and (c) in paragraph 16 above. This is not to be construed as a stipulation regarding the standard to be used, or as a waiver of any party's right to make an argument concerning the appropriate standard.
18. If the arbitrator determines that a change resulted in a diminution of benefits, and that it is appropriate to remedy it, the arbitrator may order appropriate make-whole relief, which is not punitive in nature, or such other appropriate remedy the arbitrator deems appropriate. It is expressly understood that the arbitrator's decision shall be binding on the District and the Association, subject to review under Article 75 of the Civil Practice Law and Rules. The arbitrator shall have no power or authority to add to, subtract from, or modify any provision of this Agreement.

19. If the District withdraws from participation in the Herkimer BOCES Health Insurance Plan, or if the Plan itself ceases to exist, then the rights and obligations of the District and the Association will be governed by the Collective Bargaining Agreement. Said Plan, with all benefits, shall be considered to be the plan in effect in the District as of the effective date of such withdrawal or termination.

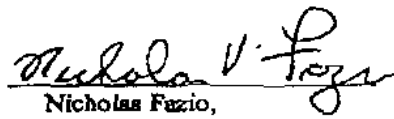
IT IS AGREED BY AND BETWEEN the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds, therefore, shall not become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Agreement as of the 15th day of December, 2000.

RICHFIELD SPRINGS
FACULTY ASSOCIATION

By: 
Tracy Allen,
President

RICHFIELD SPRINGS
CENTRAL SCHOOL DISTRICT

By: 
Nicholas Fazio,
Superintendent

APPENDIX I 403(B) NON-ELECTIVE EMPLOYER CONTRIBUTION

Memorandum of Agreement

Between

The Richfield Springs Central School District

And The

Richfield Springs Teachers Association

The undersigned parties hereby agree as follows:

1. **Notwithstanding Section 209-a of the Civil Service Law**, this Memorandum of Agreement shall be effective immediately upon its signing by the parties, and shall be an addendum to the current collective bargaining agreement and shall expire on June 30, 2010, unless the parties specifically agree in writing to extend it.
2. **Remittance** The employer agrees to make a non-elective employer contribution for the amount the employee is entitled to under the Terminal Incentive in Form of Non-Elective Employer Contribution. Such contribution will be made to a 403(b) program able to accept employer contributions as defined in the Internal Revenue Code. This contribution will be processed within 30 days of retirement.
3. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution (s) described herein.
4. **Contribution Limitations** In any applicable year, the maximum Employer contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer non-elective contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer non-elective contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the internal *Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution: and
- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971¹, and for all members in the New York State Employee's Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of the following year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-Elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.
5. **403(b) Accounts** Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.

¹ **Explanation for TRS Categories:** Under *Education Law* § 501 (11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation, prior to December 31st of the year of retirement. Thus, such member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer non-elective contribution, which is in excess of the maximum contribution limits of IRC §415.

The final average salary of all other members of the TRS (i.e. all TRS members with a membership date on or after June 17, 1971) may not include any form of termination pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those members.

6. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
7. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s), which conform, as closest as possible, to the original intent of the parties.
8. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Any 403(b) provider will agree to defend, indemnify and hold harmless the District for any potential liability arising from the provider's acts or omissions with respect to the 403 (b) program, except for that which is due to the fault of the District or its employees.
9. Both the Employer and the Employee shall provide accurate information to the 403(b) Provider regarding the employee's Elective, the Employer Non-Elective Contributions, and the amount of the employee's compensation.
10. **Employer Non-Elective Contribution Equal to Termination Pay** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of Employer's contribution for each eligible employee shall equal the value of each such employee's accumulated leave days, determined in accordance with Article 15:03 of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution no later than thirty (30) days following the employee's severance date.
11. **Early Retirement Incentive** Pursuant to Article 15:08 of the Collective Bargaining Agreement, the Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who notifies the Employer of his or her intent to retire no later than April 1st. The total amount of Employer's Non-Elective Contribution for each eligible employee shall equal \$5,000 and shall be deposited into the employee's account no later than 30 days following the employee's severance date.

For the District



Date 6/22/07

For the Association



Date 6/22/07

